



72852 TRUST DEED

UNOFFICIAL COPY

89166942

72-03-770 D4

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 29

19 89, between

JOSEPH WASHINGTON, JR. AND DOROTHY WASHINGTON, HIS WIFE, AS JOINT TENANTS herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

SEVENTEEN THOUSAND SIX HUNDRED SEVENTY EIGHT AND NINETY THREECENTS Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from APRIL 3, 1989 on the balance of principal remaining from time to time unpaid at the rate of percent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED EIGHTY TWO DOLLARS SIXTY THREE CENTS Dollars or more on the 3RD day of MAY 19 89, and TWO HUNDRED EIGHTY DOLLARS SIXTY THREE CENTS Dollars or more on the 3RD day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the 3RD day of APRIL 2001. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of per annum, and all of said principal and interest being made payable at such banking house or trust company in COOK COUNTY Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of GENERAL FINANCE CORP OF ILLINOIS 11850 S WESTERN, CHGO, IL, 60643

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate lying and being in the COUNTY OF AND STATE OF ILLINOIS, to wit:

LOT 10 AND THE NORTH 1/2 OF LOT 11 IN BLOCK 3 IN DANIEL J. FALLIS ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM TAX NO: 25-21-410-025-0000

PROPERTY ADDRESS: 11624 S YALE, CHICAGO

DEPT-01 RECORDING \$12.00
140222 TRAN 1540 04/14/89 15:53:00
\$4125.00 *-39-166942
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, in addition (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Joseph Washington Jr. (SEAL) Dorothy Washington (SEAL)

STATE OF ILLINOIS, County of COOK

I, GREGORY E. RIES

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH WASHINGTON, JR., AND DOROTHY WASHINGTON

who ARE personally known to me to be the same person S whose nameS ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

GREGORY E. RIES

Notary Public, State of Illinois My Commission Expires 10/22/90

Given under my hand and Notarial Seal this 29th day of MARCH 19 89

Notary Public

89166942

Chicago, IL 60643
11850 S. Western
General Finance Corp. of Illinois

and prepared by:

FOR RECORDER'S INDEX PURPOSES
INSURE ADDRESS ABOVE
DESCRIBED PROPERTY HERE

3787006

CHICAGO TITLE AND TRUST COMPANY
Identification No. 720521

3787006
IMPORTANT!
FOR THE PROTECTION OF BOTH THE MORTGAGEE AND THE MORTGAGOR, THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, THE TITLE REGISTRY FIRM, AND THE RECORDER'S OFFICE.

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, or the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay with due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate receipt therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lighting or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All in companies with liability to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and general policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the promissory rate set forth therein. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding payment of any installment of principal or interest on the contrary, become due and payable (a) immediately in the case of default in the performance of any of the covenants hereunder, or (b) when default shall occur and continue for three days in the performance of any of the covenants hereunder.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, and other expenses, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, title insurance policies, Terms certificate, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders in any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately (due and payable) with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the promissory rate set forth therein, to which either of them shall be a holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof or for the enforcement of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest as mentioned in the note; fourth, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of said premises. The receiver appointed for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgages, except for the redemption of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income of the premises in payment in part or in full of (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, or any other assessment or other lien which may be or become due to the receiver, or to the holder of the note, or to any other person, or (b) the deficiency in case of a sale and the deficiency in case of a sale and the deficiency of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgages, except for the redemption of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income of the premises in payment in part or in full of (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, or any other assessment or other lien which may be or become due to the receiver, or to the holder of the note, or to any other person, or (b) the deficiency in case of a sale and the deficiency in case of a sale and the deficiency of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgages, except for the redemption of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The receiver from time to time may authorize the receiver to apply the net income of the premises in payment in part or in full of (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, or any other assessment or other lien which may be or become due to the receiver, or to the holder of the note, or to any other person, or (b) the deficiency in case of a sale and the deficiency in case of a sale and the deficiency of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgages, except for the redemption of such receiver, would be entitled to collect such rents, issues, profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises in all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be held liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indentures satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof, and all indentures hereby made shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing the full and complete discharge of all indebtedness secured by this trust deed, and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note, when used in this instrument shall be construed to mean "notes" when more than one note is used.

14. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule as of the date when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of the trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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Mortgage
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